

FILED

FEB 23 2005

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SAN LUIS OBISPO SUPERIOR COURT
BY Sonia Rodriguez
Sonia Rodriguez, Deputy Clerk

8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN LUIS OBISPO**

10 CHALYS M. STEPHENS & JOHN P.
11 STEPHENS, on behalf of
12 themselves and all other
13 similarly situated;

14 Plaintiffs,

15 v.

16 AMERICAN EQUITY INVESTMENT LIFE)
17 INSURANCE COMPANY; ESTATE)
18 PLANNING & INVESTMENTS, INC.)
19 and DOES 1 through 100,)
inclusive)

20 Defendants.)

) Case No. CV 040965

) Action Filing Date: 11/12/2004

) Assigned to Hon. Douglas Hilton

) ANSWER FOR ESTATE PLANNING AND
INVESTMENTS, INC.

21
22 1. Defendant generally denies each and every allegation of
23 plaintiff's complaint in accordance with Section 431.30(d) of the
24 Code of Civil Procedure.

25 **FIRST AFFIRMATIVE DEFENSE**

26 (FAILURE TO STATE A CAUSE OF ACTION)

27 2. The complaint does not contain facts sufficient to
28 state a cause of action against this defendant.
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2 **SECOND AFFIRMATIVE DEFENSE**

3 (RUNNING OF STATUTE OF LIMITATIONS)

4 3. The complaint and each cause of action are barred
5 because they were filed after the time period allowed under CCP
6 340 et seq.

7 **THIRD AFFIRMATIVE DEFENSE**

8 (ATTORNEY'S FEES NOT RECOVERABLE)

9 4. Plaintiff is not entitled to reimbursement of
10 attorney's fees because the contract did not include such a
11 provision and there is no law that would otherwise allow them.

12 **FOURTH AFFIRMATIVE DEFENSE**

13 (INCORRECT VENUE)

14 5. Plaintiff is proceeding in the incorrect court and
15 therefore is not entitled to damages.

16 **FIFTH AFFIRMATIVE DEFENSE**

17 (LACK OF PRIVACY)

18 6. This defendant did not have an agreement with plaintiff
19 and there was no contract between them.

20 **SIXTH AFFIRMATIVE DEFENSE**

21 (WAIVER)

22 7. Plaintiff either told or led this defendant to believe
23 that plaintiff would not sue defendant

24 **SEVENTH AFFIRMATIVE DEFENSE**

25 (CLAIM IS BARRED BY LAW)

26 8. These defendants believe, based on reliable
27 information, that current law prohibits plaintiff's claims
28 against this defendant.

1 EIGHTH AFFIRMATIVE DEFENSE


2 (ESTOPPEL)

3 9. plaintiff acted in such a way as to cause this
4 defendant to believe this plaintiff would not file suit and
5 defendant relied on those actions or representations.

6
7 WHEREFORE, the defendant requests that:

- 8 1. Plaintiff take nothing by this action;
9 2. A judgement of dismissal be entered in favor of the
10 defendant;
11 3. Defendant be awarded the costs of suit incurred; and
12 4. Defendant be awarded any other and further relief the
13 court considers proper.

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15 Dated: 2/21/05

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17 _____
18 Christopher R. Abrams
19 Attorney for Defendant
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